



<b>AWARD/CONTRACT</b>		<b>1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)</b>		<b>RATING</b>	<b>PAGE OF PAGES</b>
<b>2. CONTRACT (Proc. Inst. Ident.) NO.</b> EP-W-11-020		<b>3. EFFECTIVE DATE</b>		<b>4. REQUISITION/PURCHASE REQUEST PROJECT NO.</b> PR-HQ-10-10020	
<b>5. ISSUED BY</b> CODE		<b>5. ADMINISTERED BY (If other than Item 5)</b>		<b>CODE</b>	
Environmental Protection Agency Program Contract Service Center (3803R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460					
<b>7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)</b>  CAMBRIDGE ENVIRONMENTAL INC 58 CHARLES ST STE 3  Cambridge, MA 02141				<b>8. DELIVERY</b>  [ ] FOB ORIGIN [ ] OTHER (See below)	
				<b>9. DISCOUNT FOR PROMPT PAYMENT</b>  N/A	
<b>10. SUBMIT INVOICES</b> (4 copies unless otherwise specified) To THE ADDRESS SHOWN IN:				<b>ITEM</b>  12	
<b>CODE</b>		<b>FACILITY CODE</b>			
<b>11. SHIP TO MARK FOR</b> CODE		<b>12. PAYMENT WILL BE MADE BY</b> CODE			
If applicable, see Section B of the schedule.		U.S. Environmental Protection Agency RTP-Finance Center (D143-02) 109 T.W. Alexander Drive Durham, NC 27711			
<b>13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:</b>  [ ] 19 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )		<b>14. ACCOUNTING AND APPROPRIATION DATA</b>  See Accounting and Appropriation data in Section B			
<b>15A. ITEM NO.</b>	<b>15B. SUPPLIES/SERVICES</b>	<b>15C. QUANTITY</b>	<b>15D. UNIT</b>	<b>15E. UNIT PRICE</b>	<b>15F. AMOUNT</b>
<b>15G. TOTAL AMOUNT OF CONTRACT</b>					<b>\$1,669,248.00</b>
<b>16. TABLE OF CONTENTS</b>					
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H	SPECIAL CONTRACT REQUIREMENTS				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE					
<b>17. [ ] CONTRACTOR'S NEGOTIATED AGREEMENT</b> (Contractor is required to sign this document and return _____ copies to issuing office). Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following document: (a) this award/contract, (b) solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)			<b>18. [ ] AWARD</b> (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.		
<b>19A. NAME AND TITLE OF SIGNER (Type or print)</b> Richard R. Lester; Director of Operations			<b>20A. NAME OF CONTRACTING OFFICER</b> JODY M. GOSNELL		
<b>19B. NAME OF CONTRACTOR</b> BY  (Signature of person authorized to sign)	<b>19C. DATE SIGNED</b> 2-1-11	<b>20B. UNITED STATES OF AMERICA</b> BY  (Signature of Contracting Officer)	<b>20C. DATE SIGNED</b> 2-1-11		
NSN 7540-01-152-8059 PREVIOUS EDITION UNUSABLE		26-107		STANDARD FORM 26 (REV 4-85) Prescribed by GSA FAR (48 CFR) 53.214(a)	

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19A. NAME AND TITLE OF SIGNER (Type or print)						20A. NAME OF CONTRACTING OFFICER  <b>JODY M. GOSNELL</b>					
19B. NAME OF CONTRACTOR  BY _____ (Signature of person authorized to sign)				19C. DATE SIGNED		20B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)				20C. DATE SIGNED	

NSN 7540-01-152-8069  
PREVIOUS EDITION UNUSABLE

26-107

STANDARD FORM 26 (REV 4-85)  
Prescribed by GSA  
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**PART I - THE SCHEDULE****SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

P

DCN	BFYS	FUND	ORG	PRC	SITE/ PROJECT	COST ORG	OBJ CLSS	AMOUNT	/ C
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THIS AWARD IS SUBJECT TO THE AVAILABILITY OF FUNDS.

**B.1 LEVEL OF EFFORT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73) (APR 1984) DEVIATION**

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order **20,000** direct labor hours for the base period which represents the Government's best estimate of the level of effort required to fulfill these requirements.

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.

(c) Under any circumstances, if the Government orders or the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period exercised, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."

(d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

(e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

**B.2 WORK ASSIGNMENTS (EPAAR 1552.211-74) (APR 1984)**

(a) The Contractor shall perform work under this contract as specified in written work assignments issued by the Contracting Officer.

(b) Each work assignment will include (1) a numerical designation, (2) the estimate of required labor hours, (3) the period of performance and schedule of deliverables, and (4) the description of the work.

(c) The Contractor shall acknowledge receipt of each work assignment by returning to the Contracting Officer a signed copy of the work assignment within **five (5)** calendar days after its receipt. The Contractor shall begin work immediately upon receipt of a work assignment.

Within **fourteen (14)** calendar days after receipt of a work assignment, the Contractor shall submit **two (2)** copy(ies) of a work plan to the **Project Officer** and **one (1)** copy to the Contracting Officer. The work plan shall include a detailed technical and staffing plan and a detailed cost estimate.

Within **thirty (30)** calendar days after receipt of the work plan, the Contracting Officer will provide written approval or disapproval of it to the Contractor.

If the Contractor has not received approval on a work plan within **forty-five (45)** calendar days after its submission, the Contractor shall stop work on that work assignment. Also, if the Contracting Officer disapproves a work plan, the Contractor shall stop work until the problem causing the disapproval is resolved. In either case, the Contractor shall resume work only when the Contracting Officer finally approves the work plan.

(d) This clause does not change the requirements of the "Level of Effort" clause, nor the notification requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

(e) Work assignments shall not allow for any change to the terms or conditions of the contract. Where any language in the work assignment may suggest a change to the terms or conditions, the Contractor shall immediately notify the Contracting Officer.

#### **B.3 ESTIMATED COST AND FIXED FEE (EP 52.216-190) (APR 1984)**

(a) The estimated cost of this contract is (b)(4)

(b) The fixed fee is (b)(4)

(c) The total estimated cost and fixed fee is **\$1,569,248.00.**

#### **B.4 OTHER DIRECT COSTS (EP 52.231-110) (APR 1984)**

For the periods listed, direct costs in excess of the following are not allowable as a charge to this contract without the prior written approval of the Contracting Officer:

<u>PERIOD</u>	<u>AMOUNT</u>
BASE PERIOD	\$2,500.00
OPTION PERIOD I	\$2,600.00
OPTION PERIOD II	\$2,700.00
OPTION PERIOD III	\$2,800.00
OPTION PERIOD IV	\$2,900.00

**B.5 LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)**

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of **to be determined** is allotted to cover estimated cost. Funds in the amount of **to be determined** are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through **to be determined**.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

(c) The parties agree that if the contractor's incurred costs are less than the total amount allotted to the contract as set forth in paragraph (a) above, the contractor shall only be entitled to received payment in an amount that represents its allowable incurred costs and the associated fixed fee.

**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)**

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

**C.2 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000)**

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov/etsd/directives.nsf>.)



(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency  
Office of Administration  
Facilities Management and Services Division  
Distribution Section  
Mail Code: 3204M  
Ariel Rios Building  
1200 Pennsylvania Avenue, N.W.  
Washington, D.C. 20460  
Phone: (202) 564-9629

(d) Electronic Access. Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

**SECTION D - PACKAGING AND MARKING**

[For this Contract, there are NO clauses in this Section]

**SECTION E - INSPECTION AND ACCEPTANCE****E.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-5	APR 1984	INSPECTION OF SERVICES--COST-REIMBURSEMENT

**E.2 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION) (FAR 52.246-11) (FEB 1999)**

The Contractor shall comply with the higher-level quality standard selected below.

	<u>Title</u>	<u>Numbering</u>	<u>Date</u>	<u>Tailoring</u>
[✓]	<i>Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs</i>	ANSI/ASQC E4	1994	See below
[ ]				
[ ]				

As authorized by FAR 52.246-11, the higher-level quality standard ANSI/ASQC E4 is tailored as follows:

The solicitation and contract require the offeror/contractor to demonstrate conformance to ANSI/ASQC E4 by submitting the quality documentation described below.

In addition, after award of the contract, the Contractor shall revise, when applicable, quality documentation submitted before award to address specific comments provided by EPA and submit the revised documentation to the Contracting Officer's Representative.

After award of the contract, the Contractor shall also implement all quality documentation approved by the Government.

**A. Pre-award Documentation:** The offeror must submit the following quality

system documentation as a separate and identifiable part of its technical proposal: *(CO, select one or more)*

<u>Documentation</u>	<u>Specifications</u>
<input checked="" type="checkbox"/> Quality Management Plan	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01]
<input type="checkbox"/> Joint Quality Management Plan/Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01] and <u>EPA Requirements for Quality Assurance Project Plans (QA/R)</u> [dated 03/20/01]
<input type="checkbox"/> Programmatic Quality Assurance Project Plan for the entire program (contract)	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]
<input type="checkbox"/> Other Equivalent: _____	_____

This documentation will be prepared in accordance with the specifications identified above, or equivalent specifications defined by EPA, **Project Officer**. The offeror shall describe their plan for covering the costs associated with the required documentation. Work involving environmental data generation or use shall not commence until the Government has approved this documentation and incorporated it into the contract.

**B. Post-award Documentation:** The Contractor shall submit the following quality system documentation to the Contracting Officer's Representative at the time frames identified below: *(CO, select one or more)*

<u>Documentation</u>	<u>Specification</u>	<u>Due After</u>
<input type="checkbox"/> Quality Management Plan	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01]	Award of contract
<input type="checkbox"/> Joint Quality Management Plan/Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01] and <u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/02]	Award of contract

[ ]	Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5 [dated 03/20/01])</u>	Award of contract
[ ]	Programmatic Quality Assurance Project Plan for the entire program (contract)	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5 [dated 03/20/01])</u>	Award of contract
{x}	Quality Assurance Project Plan for each applicable project	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5 [dated 03/20/01])</u>	Issuance of statement of work for the project
[ ]	Project-specific supplement to Programmatic Quality Assurance Project Plan for each applicable project.	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5 [dated 03/20/01])</u>	Issuance of statement of work for the project
[ ]	Other Equivalent:		[ ] award of contract [ ] issuance of statement of work for the project

This documentation will be prepared in accordance with the specifications identified above or equivalent specifications defined by EPA, **Project Officer**. The offeror shall describe their plan for covering the costs associated with the required documentation.

The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval.

The Contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation.

(Note: Statement of work includes statements of work to perform projects under work assignments, task orders, delivery orders, etc.)

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER ALTERNATE I (APR 1984)

**F.2 MONTHLY PROGRESS REPORT (EPAAR 1552.211-72) (JUN 1996)**

(a) The Contractor shall furnish **three (3) electronic** copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor/consultant consents, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the cumulative contract period and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor, and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average cost of direct labor. Compare the actual average cost per hour to date with the average cost per hour of the approved work plans for the current contract period.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the current reporting period, cumulative contract period, and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work

assignment.

(5) Average cost of direct labor. Display the actual average cost per hour with the cost per hour estimated in the workplan.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses on or before the 20<sup>th</sup> of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

one (1) copy, Project Officer:

Cara Dzubow  
1200 Pennsylvania Avenue, NW  
Washington, DC 20460

Mail Code: 7507P  
Phone Number: 703-305-5659  
E-mail address: [dzubow.cara@epa.gov](mailto:dzubow.cara@epa.gov)

one (1) copy, Administrative Contracting Officer:

Jody Gosnell  
1200 Pennsylvania Avenue, NW  
Washington, DC 20460

Mail Code: 3803R  
Phone Number: 202-564-4353  
E-mail address: [gosnell.jody@epa.gov](mailto:gosnell.jody@epa.gov)

one (1) copy, Contract Specialist:

Abbie Jemmott  
1200 Pennsylvania Avenue, NW  
Washington, DC 20460

Mail Code: 3803R  
Phone Number: 202-564-1266  
E-mail address: [jemmott.abbie@epa.gov](mailto:jemmott.abbie@epa.gov)

### F.3 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)

The period of performance of this contract shall be from 2/1/2011 through 1/31/2012 exclusive of all required reports.



**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 PAYMENT OF FEE (EPAAR 1552.216-74) (MAY 1991)**

(a) The term "fee" in this clause refers to either the fixed fee under a cost-plus-fixed-fee type contract, or the base fee under a cost-plus-award-fee type contract.

(b) The Government will make provisional fee payments on the basis of percentage of work completed. Percentage of work completed is the ratio of direct labor hours performed to the direct labor hours set forth in clause 1552.211-73, "Level of Effort--Cost-Reimbursement Term Contract."

**G.2 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) DEVIATION**

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The contractor shall submit the invoice or request for contract financing payment to the following offices/individuals in the contract: the original and two copies to the Accounting Operations office shown in Block 25 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal -Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(d) (1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(d) (2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the contractor obtain from the subcontractor cost information in the detail set forth in (c) (2). This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses CBI concerns.

(e) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(f) (1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

### **G.3 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION**

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency  
Chief, Cost and Rate Negotiation Service Center  
Office of Acquisition Management (3802R)  
Ariel Rios Building  
1200 Pennsylvania Avenue, N.W.  
Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to

the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Period            **2/1/2011 - 1/31/2016**

<b>Cost Center</b>	(b)(4)
<b>Rate</b>	(b)(4)

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

<b>Cost Center</b>	(b)(4)
<b>Rate</b>	(b)(4)

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

**G.4 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)**

Project Officer(s) for this contract:

Project Officer:

Cara Dzubow  
1200 Pennsylvania Ave, NW  
Washington, DC 20460

Mail Code: 7507P  
Phone Number: 703-305-5659  
E-mail address: dzubow.cara@epa.gov

Alternate Project Officer:

Brian Montague  
1200 Pennsylvania Ave, NW  
Washington, DC 20460

Mail Code: 7507P  
Phone Number: 703-305-6438  
E-mail address: montague.brian@epa.gov

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer:

Jody Gosnell  
1200 Pennsylvania Ave, NW  
Washington, DC 20460

Mail Code: 3803R  
Phone Number: 202-564-4353  
E-mail address: gosnell.jody@epa.gov

Administrative Contracting Specialist:

Abbie Jemmott  
1200 Pennsylvania Ave, NW  
Washington, DC 20460

Mail Code: 3803R  
Phone Number: 202-564-1266  
E-mail address: jemmott.abbie@epa.gov

**G.5 GOVERNMENT PROPERTY (EPAAR 1552.245-70) (SEP 2009) DEVIATION**

(a) The contractor shall not fabricate or acquire, on behalf of the

Government, either directly or indirectly through a subcontract, any item of property without prior written approval from the Contracting Officer. If the Contracting Officer authorizes the contractor to acquire and/or fabricate equipment for use in the performance of this contract, the equipment shall be subject to the provisions of the "Government Property" clause and listed on the contract via contract modification.

(b) If the Government provides item(s) of Government property to the contractor for use in the performance of this contract, this property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

The "EPA Contract Property Administration Requirements" provided below apply to this contract.

**U.S. Environmental Protection Agency**  
Contract Property Administration Requirements

1. *Purpose.* This document sets forth the requirements for the U.S. Environmental Protection Agency (EPA) contractors performing Government property management responsibilities under EPA contracts. These requirements supplement those contained in the Government Property clause(s) and Part 45 Government Property of the Federal Acquisition Regulation (FAR).

2. *Contract Property Administration (CPAR)*

a. *EPA Delegation.* EPA delegates all contract property administration to the EPA Contract Property Coordinator (CPC). The delegations apply to all EPA contracts issued with or that have the potential to receive, purchase or acquire Government Property or include the Government Property clauses. In addition to administering all contract property, the CPC provides technical expertise and assistance to the Contracting Officer (CO) and Contracting Officer Technical Representative (COTR) relative to Government Property.

b. *DCMA Re-delegation.* The CPC may request support for contract property management oversight, including property administration and plant clearance, from the Defense Contract Management Agency (DCMA). If DCMA agrees to provide support, DCMA will notify the contractor of the assigned property administrator (PA) and plant clearance officer (PLCO). The DCMA PA is available to the contractor for assistance in all matters of property administration.

Notwithstanding the delegation, as necessary, the contractor may contact the EPA CO. In the event of a disagreement between the contractor and the DCMA PA, the contractor should seek resolution from the CO. Unless, otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMA PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract and the CPC.

c. *Disagreements.* Notwithstanding the delegation (s), as necessary, the contractor may contact the CO. In the event of a disagreement between the contractor and the PA or the CPC the contractor should seek resolution from the CO.

3. *Requests for Government Property.*

In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that

Government property is required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

- a. Contract number for which the property is required.
- b. An item(s) description, quantity and estimated cost.
- c. Certification that no like contractor property exists which could be utilized.
- d. A detailed description of the task-related purpose of the property.
- e. Explanation of negative impact if property is not provided by the Government.
- f. Lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government, with the exception of requests for material purchases. The contractor may not proceed with acquisition of property on behalf of the Government until receipt of written authorization from the Contracting Officer.

4. *Transfer of Government Property.* The Contracting Officer initiates the transfer of the government property via a contract modification. The transferor (EPA or another contractor) shall provide to the transferee, the receiving contractor, the information needed to establish and maintain the property records required of FAR 52.245-1, as well as, all of the applicable data elements required by Attachment 1 of this clause. The transferee, the receiving contractor, should perform a complete inventory of the property before signing the acceptance document for the property. Accountability will transfer to the receiving contractor upon receipt and acceptance of the property, in accordance with FAR 45.106.

5. *Records of Government Property.*

- a. In accordance with FAR 52.245-1, the contractor shall create and maintain records of all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material provided by the Government or acquired by the contractor and billed as a direct charge to the contract is Government property and records must be established as such.
- b. The Contractor shall identify all Superfund property and designate it as such both on the item and on the Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.
- c. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.
- d. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the designated CPC and the Fleet Manager.
- e. When Government property is disclosed to be in the management and/or control of the contractor but not provided under any contract, the contractor

shall record and report the property in accordance with FAR 52.245-1.

**6. Inventories of Government Property.**

The contractor shall conduct a complete physical inventory of EPA property at least once per year. The contractor shall report the results of the inventory, including any discrepancies, to the CO. Reconciliation of discrepancies shall be completed in accordance with the schedule negotiated with the CO. See section 10 herein, Contract Closeout, for information on final inventories.

**7. Reports of Government Property.** EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession. The annual summary is due as of September 30th of each year, and upon contract termination or expiration.

a. For each classification listed on the EPA Property Report form, with the exception of material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as Plant Equipment, Superfund and Special Test Equipment must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

**e. The reports are to be received at EPA by the CPC by October 5th of each year.**

f. Distribution shall be as follows

Original to: CPC

One copy: CO

g. Contractors are required to comply with GSA and DOE special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the CPC.

**8. Disposition of Government Property.** The disposition process is composed of three distinct phases: identification, reporting, and final disposition.

a. *Identification.* The disposition process begins with the contractor identifying Government property that is no longer required for contract performance. Effective contract property management systems provide for identification of excess as it occurs. Once Government property has been



determined to be excess to the accountable contract, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred via contract modifications to other contracts only when the COs on both the current contract and the receiving contract authorize the transfer.

*b. Reporting.*

(i) *EPA.* Government property shall be reported in accordance with FAR 52.245-1. The Standard Form, SF 1428, Inventory Disposal Schedule, provides the format for reporting excess Government property. Instructions for completing and when to use the form may be found at FAR 52.245-1 (j). Forward the completed SF 1428 to the CPC. The SF 1428 is available at <http://www.arinet.gov/far/current/html/FormsStandard54.html>.

Superfund property must contain a Superfund notification and the following language must be displayed on the form: "Note to CO: Reimbursement to the EPA Superfund is required."

(ii) *DCMA.* If the EPA contract has been re-delegated to DCMA, the excess items will be entered into the Plant Clearance Automated Reutilization Screening System (PCARSS). Access and information pertaining to this system may be addressed to the DCMA Plant Clearance Officer (PLCO).

*c. Disposition Instructions.*

(i) *Retention.* When Government property is identified as excess, the CO may direct the contractor in writing to retain all or part of the excess Government Property under the current contract for possible future requirements.

(ii) *Return to EPA.* When Government property is identified as excess, the CO may direct the contractor in writing to return those items to EPA inventory. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO.

(iii) *Transfer.* When Government property is identified as excess, the CO may direct the contractor in writing to transfer the property to another EPA contractor. The contractor shall transfer the property by shipping it in accordance with the instructions provided by the CO. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause.

(iv) *Sale.* If GSA or the DCMA PLCO conducts a sale of the excess Government property, the contractor shall allow prospective bidders access to property offered for sale.

(v) *Abandonment.* Abandoned property must be disposed of in a manner that does not endanger the health and safety of the public. If the contract is delegated to DCMA and the contractor has input EPA property into the PCARSS system, the EPA Property Utilization Officer (PUO) shall notify the CO. The CO shall notify the contractor in writing of those items EPA would like to retain, have returned or transferred to another EPA contractor. The contractor shall notify the DCMA PLCO and request withdrawal of those items from the inventory schedule. The contractor shall update the Government property record to indicate the disposition of the item and to close the record. The contractor shall also obtain either a signed receipt or proof of shipment from the recipient. The contractor shall notify the CO when all actions pertaining to disposition have been completed. The contractor shall complete an EPA Property report with changes, to include supporting



documentation of completed disposition actions and submit it to the CPC.

9. *Decontamination.* In addition to the requirements of the "Government Property" clause and prior to performing disposition of any EPA Government Property, the contractor shall certify in writing that the property is free from contamination by any hazardous or toxic substances.

10. *Contract Closeout.* The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the CO. If the contract is delegated to DCMA, the physical inventory report will be submitted to the EPA CO and a copy submitted to the DCMA PA.

In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO and if delegated, a copy to the DCMA PA. In order to expedite the disposal process, contractors may be required to, or may elect to submit to the CPC, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed. The contractor shall update all property records to show disposal action. The contractor shall notify the CO, and, if delegated, the DCMA PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed. The contractor shall complete a FINAL EPA Property report with all supporting documentation to the CPC.

#### Attachment 1

*Required Data Element-* In addition to the requirements of FAR 52.245-1(f)(vi), Reports of Government Property, the contractor is required to maintain, and report the following data elements for EPA Government property (all elements are not applicable to material):

Name and address of the administrative Contracting Officer;  
 Name of the contractor representative;  
 Business type;  
 Name and address of the contract property coordinator;  
 Superfund (Yes/No);  
 No. of Subcontractor/Alternate Locations

Note: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

(End of clause)

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (AUG 2000) DEVIATION**

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling 1-888-546-8740.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

### **H.2 PRINTING (EPAAR 1552.208-70) (DEC 2005)**

#### **(a) Definitions.**

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

"Incidental" means a draft and/or proofed document (not a final document) that is not prohibited from printing under EPA contracts.

#### **(b) Prohibition.**

(1) The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is eliminate duplication of final documents.

(2) In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

*(c) Affirmative Requirements.*

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

*(d) Permitted Contractor Activities.*

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing if it is deemed appropriate to exceed the duplication thresholds. Duplication services of "incidentals" in excess of the thresholds, are allowable.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing.

(e) *Violations.*

The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Provision.*

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

**H.3 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)  
ALTERNATE I (MAY 1994)**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

**H.4 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994) ALTERNATE I (JUN 1994) DEVIATION**

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the

earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

**H.5 LIMITATION OF FUTURE CONTRACTING (HEADQUARTERS SUPPORT) (EPAAR 1552.209-74) (OCT 2005) ALTERNATE V (APR 2004)**

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) Upon work assignment issuance the Contractor, during the life of this contract, shall not contract with another entity for any work related to the work performed under a work assignment unless authorized by the Contracting Officer.

(d) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(e) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (f) unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(g) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(h) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

#### **H.6 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (OCT 2002)**

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings:

- 0 = Unsatisfactory,
- 1 = Poor,
- 2 = Fair,
- 3 = Good,
- 4 = Excellent,
- 5 = Outstanding,
- N/A = Not Applicable.

The contractor may be evaluated based on the following performance categories:

- Quality,
- Cost Control,
- Timeliness of Performance,
- Business Relations,

Compliance with Labor Standards,  
Compliance with Safety Standards, and  
Meeting Small Disadvantaged Business Subcontracting Requirements.

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

- (1) Complete a description of the contract requirements;
- (2) Evaluate contractor performance and assign a rating for quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories (including a narrative for each rating);
- (3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;
- (4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and
- (5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

- (1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;
- (2) Assign a rating for the business relations and meeting small disadvantaged business subcontracting requirements performance categories (including a narrative for each rating).
- (3) Concur with or revise the project officer's ratings after consultation with the project officer;
- (4) Provide any additional information concerning the quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and
- (5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to



the contracting officer regarding the contents of the Report. The contractor shall:

- (1) Review the Report;
- (2) Provide a response (if any) to the contracting officer on company letter head or electronically;
- (3) Complete contractor representation information; and
- (4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

- (1) Review the contracting officer's written recommendation; and
- (2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.



**H.7 OPTION TO EXTEND THE TERM OF THE CONTRACT--COST-TYPE CONTRACT (EPAAR 1552.217-71) (APR 1984) DEVIATION**

The Government has the option to extend the term of this contract for **four (4)** additional period(s). If more than 30 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 30 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 30-day period. This preliminary notification does not commit the Government to exercising the option. The Government's estimated level of effort is **20,000** direct labor hours for the first option period and **20,000** for each additional option period. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended to cover a base period and option periods.

PERIOD

OPTION PERIOD I:	2/1/2012 - 1/31/2013
OPTION PERIOD II:	2/1/2013 - 1/31/2014
OPTION PERIOD III:	2/1/2014 - 1/31/2015
OPTION PERIOD IV:	2/1/2015 - 1/31/2016

(b) Paragraph (a) of the "Level of Effort" clause will be amended to reflect a new and separate level of effort for each option period as follows:

<u>PERIOD</u>	<u>LEVEL OF EFFORT</u>
OPTION PERIOD I	20,000
OPTION PERIOD II	20,000
OPTION PERIOD III	20,000
OPTION PERIOD IV	20,000

(c) The "Estimated Cost and Fixed Fee" clause will be amended to reflect increased estimated costs and fixed fee for each option period as follows:

<u>PERIOD</u>	<u>ESTIMATED COST</u>	<u>FIXED FEE</u>	<u>TOTAL</u>
OPTION PERIOD I	(b)(4)	(b)(4)	\$1,732,215.00
OPTION PERIOD II			\$1,797,527.00
OPTION PERIOD III			\$1,865,278.00
OPTION PERIOD IV			\$1,935,568.00

(d) If this contract contains "not to exceed amounts" for elements of other direct costs (ODC), those amounts will be increased as follows:

<u>PERIOD</u>	<u>ODC CEILINGS</u>
OPTION PERIOD I	\$2,600.00
OPTION PERIOD II	\$2,700.00
OPTION PERIOD III	\$2,800.00
OPTION PERIOD IV	\$2,900.00

(End of clause)

**H.8 OPTION FOR INCREASED QUANTITY--COST-TYPE CONTRACT (EPAAR 1552.217-73)  
(JUN 1997)**

(a) By issuing a contract modification, the Government may increase the estimated level of effort by:

<u>PERIOD</u>	<u>LEVEL OF EFFORT</u>
BASE PERIOD	5,000
OPTION PERIOD I	5,000
OPTION PERIOD II	5,000
OPTION PERIOD III	5,000
OPTION PERIOD IV	5,000

The Government may issue a maximum of 5 orders to increase the level of effort in multiples of 1,000 hours during any given period.

The estimated cost and fixed fee of each multiple of hours is as follows:

<u>PERIOD</u>	<u>ESTIMATED COST</u>	<u>FIXED FEE</u>	<u>TOTAL</u>
BASE PERIOD	(b)(4)	(b)(4)	\$76,868.00
OPTION PERIOD I			\$79,620.00
OPTION PERIOD II			\$82,468.00
OPTION PERIOD III			\$85,413.00
OPTION PERIOD IV			\$88,460.00

(b) When these options are exercised, paragraph (a) of the "Level of Effort" clause and the "Estimated Cost" clause will be modified accordingly.

(c) This contract contains "not to exceed amounts" for elements of other direct costs (ODCs), those amounts will not be increased upon utilization of optional quantity hours.

**H.9 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994) ALTERNATE I (JUN 1994) DEVIATION**

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

#### **H.10 INSURANCE LIABILITY TO THIRD PERSONS (EPAAR 1552.228-70) (OCT 2000)**

(a)(1) Except as provided in subparagraph (2) below, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), and comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting officer may require or approve and with insurers approved by the Contracting officer.

(b) The Contractor agrees to submit for the Contracting officer's approval, to the extent and in the manner required by the Contracting officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable

cost of insurance allocable to this contract, and required or approved under this clause, in accordance with its established cost accounting practices.

**H.11 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)**

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled

"Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

#### **H.12 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)**

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

#### **H.13 ACCESS TO FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-73) (APR 1996)**

In order to perform duties under the contract, the Contractor will need to be authorized for access to Federal Insecticide, Fungicide, and Rodenticide

Act (FIFRA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "FIFRA Information Security Manual." These procedures include applying for FIFRA CBI access authorization for each individual working under the contract who will have access to FIFRA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-77 that are appropriate to the activities set forth in the contract.

Until EPA has approved the Contractor's security plan, the Contractor may not be authorized for FIFRA CBI access away from EPA facilities.

#### **H.14 DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-77) (DEC 1997)**

The Contractor shall handle Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," the provisions set forth below, and the Contractor's approved detailed security plan.

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose FIFRA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all FIFRA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the FIFRA Information Security Manual. The manual may be obtained from the Project Officer (PO) or the Chief, Information Services Branch (ISB), Program Management and Support Division, Office of Pesticide Programs (OPP) (H7502C), U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460.

(2) The Contractor and Contractor's employees shall follow the security procedures set forth in the Contractor's security plan(s) approved by EPA.

(3) Prior to receipt of FIFRA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to FIFRA CBI have been briefed on the handling, control, and security requirements set forth in the FIFRA Information Security Manual.

(4) The Contractor Document Control Officer (DCO) shall obtain a signed copy of the FIFRA "Contractor Employee Confidentiality Agreement" from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(b) The Contractor agrees that these requirements concerning protection of FIFRA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under FIFRA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA (7 U.S.C. 136h(f)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee all documents, logs, and magnetic media which contain FIFRA CBI. In addition, each Contractor employee who has received FIFRA CBI clearance will sign a "Confidentiality Agreement for Contractor Employees Upon Relinquishing FIFRA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA PO or his/her designee, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

#### **H.15 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)**

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of



claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the



subcontractor.

#### **H.16 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION**

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

#### **H.17 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)**

(a) The Contractor shall assign to this contract the following key personnel:

**Program Manager**

**Deputy Program Manager**

**QA/QC Officer**

(b)(4)

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days

after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

#### **H.18 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)**

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

#### **H.19 GOVERNMENT - CONTRACTOR RELATIONS (JUN 99) (EPAAR 1552.237-76) (JUN 1999)**

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relation-ship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(C) Employee Relationship:

(1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of Employee Benefits: This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within 7 calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within 14 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) countermand any communication regarded as a violation,

(iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) in the event the notice is inadequate to make a decision, advise

the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2007	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-13	DEC 2008	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-9	SEP 2007	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.204-10	SEP 2007	REPORTING SUBCONTRACT AWARDS DEVIATION
52.209-6	SEP 2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006) DEVIATION
52.215-2	MAR 2009	AUDIT AND RECORDS--NEGOTIATION
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT DEVIATION
52.216-8	MAR 1997	FIXED FEE
52.219-6	JUN 2003	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.222-3	JUN 2003	CONVICT LABOR
52.222-26	MAR 2007	EQUAL OPPORTUNITY (MAR 2007) DEVIATION
52.222-35	SEP 2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEP 2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-54	JAN 2009	EMPLOYMENT ELIGIBILITY VERIFICATION

52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	JUN 2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.226-5	NOV 2007	RESTRICTIONS ON SUBCONTRACTING OUTSIDE DISASTER OR EMERGENCY AREA DEVIATION
52.227-1	DEC 2007	AUTHORIZATION AND CONSENT
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	DEC 2007	RIGHTS IN DATA--GENERAL
52.228-7	MAR 1996	INSURANCE--LIABILITY TO THIRD PERSONS
52.232-17	OCT 2008	INTEREST
52.232-20	APR 1984	LIMITATION OF COST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS ALTERNATE I (APR 1984)
52.232-25	OCT 2008	PROMPT PAYMENT
52.232-25	OCT 2008	PROMPT PAYMENT ALTERNATE I (FEB 2002)
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS DEVIATION
52.242-13	JUL 1995	BANKRUPTCY
52.243-2	AUG 1987	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)
52.244-2	MAR 1996	SUBCONTRACTS (JUNE 2007) ALTERNATE I (JUN 2007)
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

## **I.2 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **30 days after contract expiration**.

## **I.3 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within **thirty (30) days**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **thirty (30) days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **66 months**.

#### **I.4 LIMITATIONS ON SUBCONTRACTING (FAR 52.219-14) (DEC 1996)**

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) *Services (except construction)*. At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) *Supplies (other than procurement from a nonmanufacturer of such supplies)*. The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) *General Construction*. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors*. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

#### **I.5 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FAR 52.219-28) (APR 2009) DEVIATION**

(a) Definitions. As used in this clause--

*Long-term contract* means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

*Small business concern* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size

status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstocps/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ☐ is, ☐ is not a small business concern under NAICS Code 541620 assigned to contract number EP-W-11-020.

**[Contractor to sign and date and insert authorized signer's name and title].**



**I.6 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)**

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

**I.7 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004) (FAR 52.222-39) (DEC 2004)**

(a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

**Notice to Employees**

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been

required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlrb.gov>

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B-- Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--
  - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
  - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall-

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

#### **I.8 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (AUG 2009) DEVIATION**

(a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note), the contract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111- 5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212(a));

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). if flow down is required in accordance with paragraph (g) of FAR clause 52.222-39.)

(viii) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

**I.9 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text.

<http://www.acquisition.gov/far>

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**I.10 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

Number	Attachment Title
1	Performance Work Statement: Technical Support for the Assessment of Ecological Effects, Fate and Transport of Pesticides in the Environment
2	Invoice Preparation Instructions

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**K.1 Reference Statement**

The Representations, Certifications, and other Statements of Offerers completed by the contractor as part of the response to the RFP PR-HQ-10-10020 are incorporated into this contract by reference.

ATTACHMENT 1

PWS TECHNICAL SUPPORT FOR THE ASSESSMENT OF ECOLOGICAL EFFECTS AND FATE AND  
TRANSPORT OF PESTICIDES IN THE ENVIRONMENT



**PERFORMANCE WORK STATEMENT****Technical Support for the Assessment of Ecological Effects, Fate  
and Transport of Pesticides in the Environment****I. BACKGROUND**

The Environmental Protection Agency's (EPA) Office of Pesticide Programs (OPP) is responsible for the regulation of pesticides through the registration and registration review of pesticides as required by the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) and the Federal Food, Drug and Cosmetic Act (FFDCA) as amended by the Food Quality Protection Act (FQPA) of 1996. OPP develops data requirements and guidelines for the conduct of studies by registrants. These data is used along with other information, to include monitoring data, to assess the potential impact of the use of pesticides on human health and the environment. These data are evaluated to determine their adequacy and validity and to ensure that appropriate quality assurance procedures are conducted. Once data have been evaluated and determined to be valid, these data are used in simulation models and analysis techniques to assess exposure and risk to human health and environmental and ecological resources. OPP continues to improve and develop new approaches to exposure and risk assessment. OPP also convenes advisory panels, scientific workshops and seminars to discuss and resolve scientific issues associated with assessing exposure and risk and developing new tools, methods, and technology to improve drinking water and environmental exposure and ecological risk assessments.

This procurement will provide support in four general areas: reviewing and evaluating studies provided by the registrants or found in open literature searches; producing assessments; reviewing submitted risk assessments; and developing or improving risk assessment methods. In addition support may be required to provide training for EPA staff on issues related to the science and methods of risk assessment. Workshop organization and facilitation may also be required.

Assessment production support may include developing full ecological risk assessments and/or drinking water exposure assessments, preparing sections of risk assessments, investigating a specific issue or problem related to a risk assessment, or conducting literature searches for data on individual chemicals or groups of chemicals to augment existing data sets. These assessments shall follow OPP guidance on the content and format as provided with Work Assignments (WA). An ecological risk assessment in OPP evaluates the likelihood that adverse ecological effects may occur as a result of exposure to a pesticide. It includes three primary phases: problem formulation, analysis, and risk characterization. In problem formulation, the goals of the assessment are evaluated and assessment endpoints, conceptual model, and an analysis plan are developed. During the analysis phase, risk assessors select and analyze the available data, and characterize both exposure and ecological effects. In risk characterization, exposure and effects are integrated; assumptions, limitations, and uncertainties are articulated, and the risk is

described.

A drinking water assessment includes a discussion of the pesticide usage, including application methods and rates and geographical areas of use, the data used to assess exposure, a description of the models and scenarios used to estimate concentrations in surface water and ground water, and a discussion of the uncertainty and data gaps.

Normally, the data needed to conduct these assessments is provided by the Agency and includes ecological effects data, environmental fate data and field study data or monitoring data. The data requirements to support registration or registration review are delineated in 40 CFR part 158, Guidelines for Registering Pesticides in the United States 1982, Subparts E, J, L and N and other applicable documents. Occasionally the contractor will be requested to perform literature searches to obtain additional information. In such cases, the contractor will evaluate the gathered literature according to sound science and criteria provided by the Agency, summarize the data and integrate it into the risk assessment.

Risk assessments range from generic screening level assessments to refined assessments using probabilistic analysis and species specific and location specific data. Geographic Information Systems (GIS) analysis is often used to facilitate location specific risk assessment, or to show the spatial distribution of risk. Drinking water assessments provide exposure in drinking water that is aggregated with exposure from other routes and used to assess risk to humans.

In reviewing submitted risk assessments the contractor shall, upon request, perform a full review, evaluate a portion of an assessment, or investigate issues related to a submitted assessment to inform Agency scientists in evaluating assessments. This includes evaluating the applicability of the data and methods used in the assessment, and the soundness of the conclusions.

Developing and enhancing risk assessment methods and tools includes investigating and developing new assessment methods and tools, developing, evaluating and recommending improvements to existing tools and methods, or investigating issues related to the risk assessment process to include literature searches and preparation of options and recommendations. This procurement may also provide additional support to EPA in investigating science policy issues related to probabilistic risk assessments and the development of science issues and problems associated with assessing pesticide data or risk. The contractor may develop policy options for evaluation and consideration by EPA.

Upon request, the contractor shall organize workshops to facilitate gathering scientific input and discussion on issues related to specific chemicals, groups of chemicals, or generic risk exposure and risk assessment issues. The contractor will organize and facilitate the meetings, organize materials in preparation for the meetings, take notes, gather the comments and presentations, organize and distribute notes and summaries from the meetings,

and develop recommendations and option papers from the workshops.

In most instances, the project officer will make available to the Contractor the data, studies, and information which are to be used. Occasionally the project officer will request the Contractor to search open literature and to collect and aggregate extant monitoring data or additional information to support an assessment. The material will be provided in printed form (originals or reprints of each study) and/or electronic form. Due dates for each data package and/or assessment and/or project shall be negotiated between the project officer the contractor.

The foregoing is not an exhaustive list of the situations contemplated by the Performance Work Statement.

## **II. SCOPE OF WORK**

The contractor shall supply the necessary labor, materials, equipment, software, services and facilities required for the performance of each work assignment. The scientific quality of reviews, assessments, reports, model tools, and software and their timely preparation in accordance with negotiated schedules are of paramount importance in the performance of this contract.

Consequently, the contractor shall have the necessary technical and scientific expertise, knowledge and experience to work effectively from contract start-up throughout the course of the contract. In addition, the contractor shall have a quality assurance/quality control program that maintains the quality of products as well as an ongoing training program. This is intended to ensure that the contract staff produces quality products and feedback from OPP on needed improvements is communicated to the Contractor's staff.

Performance of work under this contract shall be initiated by work assignments (WA) issued by the Contracting Officer, and will encompass tasks in one or more of the following areas discussed in section III. TASKS.

## **III. TASKS**

### **TASK A. Evaluation of Studies/Data**

The contractor shall perform critical reviews of EPA designated fate and transport and effects studies from the open literature or from the registrants, and these reviews will be provided to the project officer in a Data Evaluation Review (DER) or other similar study evaluation report form or system as applicable. Each review will encompass all items in the study that contribute to the overall knowledge of the pesticide, and will include the following:

1. An evaluation of the accuracy, credibility and scientific validity of that study
2. Its suitability for meeting data requirements
3. Any necessary graphic displays of data, and/or summary tables illustrating conclusive results of the study

Specific formats and guidance for completing each section will be provided to the contractor, although generally an evaluation for each study shall include the following: (a) study identifying information; (b) an in-depth examination of the materials and methods employed; (c) an in-depth examination of the reported results; (d) an in-depth discussion of the reviewer's scientific assessment of the study; and (e) the reviewer's conclusions which summarize the overall conclusions and significance of the study.

These reviews will be sufficiently complete in description and technical data to stand on their own as a source of information for use in EFED's exposure assessment. Periodically, the contractor shall be asked to screen studies and data-sets. More specifically, perform an abbreviated review of studies and/or the overall data set to determine if sufficient information is included to determine if they are adequate for a critical review, and to relate the ability of the data-set to meet the data requirements as identified by the project officer

In all cases where part or the entirety of a study is considered to be unacceptable as a result of variance from the guidelines or because of technical or scientific reasons (reliability or completeness), the contractor shall detail the specific reasons for making a preliminary conclusion.

For the evaluations of toxicological and fate issues the contractor shall perform evaluations of difficult/complex studies, reports and compilations of studies and datasets, and provide integrated assessments summarizing and interpreting the information to produce a coherent conclusion of potential effects and/or environmental behavior to characterize the overall significance of the findings. The Contractor must also provide a rationale for these conclusions. This may include using statistics to show dose response and spatial/temporal distributions of pesticide behavior and characteristics across ranges of environmental conditions to identify data gaps.

**TASK B. Assessments and Characterizations of Pesticide Fate and Transport, Ecotoxicity, and Risks to Organisms in the Environment**

A typical risk assessment includes a problem formulation including development of a conceptual model, characterization of exposure, characterization of effects, and a risk characterization section. The risk characterization integrates exposure with toxicity to determine potential for risk, and a risk discussion and conclusion where the key risk factors and uncertainties are

highlighted and the bottom line risk is presented. An exposure assessment for drinking water may also be developed, which will be used within the Agency to assess risks to humans.

Risk assessments range from generic screening level assessments (Level I) that tend to make conservative assumptions, to refined (Level II) assessments using probabilistic or other refinement analysis and often using species specific and location specific data.

When requested by the project officer, the contractor shall participate in problem formulation and provide the analysis and risk characterization phases of a Level I risk assessment, using appropriate exposure assessment and risk assessment approaches and guidance (such as the EFED Overview Document ), tools and methods, and using data on the fate and transport properties and ecotoxicity of a pesticide provided by the Agency. This assessment will include a detailed evaluation of the pesticide's fate and transport properties, ecological effects and risk including risk to endangered species and critical habitat. These assessments will be provided to the project officer in accordance with negotiated schedules. The data to be used in the assessment will normally be provided to the Contractor by the Agency and are often limited to those from Pesticide Assessment Guideline studies. However, open literature data and monitoring data may also be used. The assessments will address such questions as: where and how the pesticide is expected to move in the environment, and how long it is expected to persist; what degradation products are produced, and in what quantities; how much of the pesticide or toxicologically important degradates are likely to reach groundwater and/or surface water; what types of water treatment will likely remove the pesticide from drinking water; what are the major routes of dissipation in the environment; what is the certainty of conclusions; what is the likelihood that water resources or other environmental compartments will become contaminated, and what non-target fish, birds and plants will be at risk; as well as what is the extent of ecological risk.

The Level II terrestrial and aquatic risk assessments provide an estimate of the likelihood, magnitude, and probability of risk as well as uncertainties. Risk shall be characterized by comparing the exposure of the chemical pesticide use and magnitude of use, sites of usage, with toxicity factors such as behavior and feeding habits of the organism, and locations of habitats. In addition, assessment should include an analysis of the potential impact to listed species. The specific level of assessment for listed species will be provided in the work assignment for each assignment.

In addition to data provided by the Agency to the contractor, the contractor shall, when requested by the Agency, conduct literature searches to ensure all available, valid data are considered. Literature searches are only to be conducted when specifically requested by the Agency, and then only for the specific kinds of information indicated by the Agency.

**TASK C. Evaluation, summarization and integration of multidisciplinary compilations of literature and data to support risk assessment (including higher tier refined assessments, assessments using probabilistic methods, and**

**assessments focused on endangered species or critical habitat)**

This task may include preparing sections/portions of a risk assessment, or stand-alone papers that provide information or analysis on a given chemical or group of chemicals. The level of complexity and the degree to which statistical or probabilistic analysis required will depend on the need, and will be stated in the work assignment.

**TASK D. Reviewing risk assessments:**

This task includes screening level assessments and refined assessments, possibly employing probabilistic analysis. These include assessments conducted by the pesticide manufacturers or their representatives and assessments conducted by EPA, other agencies, states, other nations, or non-governmental organizations. The purpose of these evaluations is to summarize the data and methods used; highlight the key measurement endpoints; discuss the assessment endpoints, conclusions and uncertainty; and to evaluate the appropriateness of the data and methods used. The assessment may also be evaluated against Agency guidance and policy on ecological risk assessment and other guidance provided by EFED in the work assignment. This may also involve investigating critical risk assessment issues that arise during the evaluation which may include literature searches, peer workshops, and ultimately result in the development of options and recommendations for resolutions of these critical risk issues. This may also mean reviewing risk assessments conducted by EFED for editorial purposes such as making sure references are included and correctly listed, as well as reformatting tables and sections per instructions from the project officer.

**TASK E. Evaluating need for and developing new risk assessment methods/tools/models or enhancement of existing methods/tools/models**

Perform reviews of public data and analysis to support development of new risk assessment methods/tools/models. This may depend on data provided by the EPA, but also may involve the contractor performing literature searches to augment available data. The contractor will evaluate the current risk assessment process either in general, or with regard to specific environmental compartments, regions or organism type, and determine if the current methods are appropriate, and the degree to which the assessment can be refined using the existing methods and tools.

The contractor shall, upon request by the project officer, evaluate existing risk and exposure assessment methods/tools/models to determine appropriateness and applicability in the context of how they are being used. This might include performing a sensitivity analysis, comparing model outcomes with monitoring or other field data, or comparing results of the existing model(s)/tool(s) with other models or tools including those under development. It may also include testing of models and analysis methods being considered or currently being used. The product would be a description of the analysis conducted, conclusions, and options and recommendations, with scientific justification, and discussion of uncertainty.

**TASK F. Special Technical Assistance Projects**

The contractor may provide statistical support for risk assessments or for methods and tools evaluations.

The contractor may conduct geo-spatial analysis. This could include providing analysis, modeling, and programming support for GIS for all aspects of ecological risk and concentrations in ground and surface water. This may also include refinement of assessments using GIS for regional and local specificity, and showing exposure or risk at differing spatial scales and resolutions.

The contractor may conduct literature searches to support tool development and pesticide risk assessments. This would include using free, and/or "fee" search engines to locate relevant literature, obtaining and reviewing reprints, organizing reprints in a logical order, summarizing individual reprints and summarizing compilations of related reprints into a disciplinary assessments that integrate all data into a conclusion related either to a chemical or group of chemicals, a risk assessment method, tool or model, or a particular aspect of the environment relevant to ecological risk.

The contractor may assist in policy analysis to inform EPA decision-makers of options, benefits and problems with various courses of action with regard to risk assessment policy. This may include organizing policy into logical format and structure for efficient access, version control, update and archiving.

In the course of evaluating science policy and chemical risk issues the contractor shall, upon request, organize workshops to facilitate gathering scientific input and discussion on issues related to specific chemicals, groups of chemicals, or generic risk exposure and risk assessment issues. The contractor will organize and facilitate the meetings, manage attendance activities, develop, organize materials in preparation for the meetings, generate copies if needed, take notes, gather the comments and presentations, organize and distribute material, notes and summaries from the meetings, and develop recommendations and option papers from the workshops.

The contractor shall conduct computerization of pesticide toxicology and/or fate data and systematically compile data either submitted by registrants or extracted from open literature into an electronic format for easy access and analysis in support of environmental exposure or risk assessments. The contractor shall also make recommendations to the Agency on missing data, or improvements needed in the data-set.

<b>Performance Criteria Analysis - TASKS A through F</b>
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Performance Indicator	Standard	Acceptable Quality Level (AQL)
Timely submission of reports	Reports submitted with in time frame pre-negotiated with PO	95%
Lack of substantive technical, guideline, or format errors	Reports submitted with zero substantive errors included but not limited to discrepancies, omissions, inaccuracies, and/or inappropriate data evaluation	90%

#### Method of Surveillance for TASKS A through F

Reports prepared by the contractor undergo a secondary review process in OPP. Each report has a designated EPA reviewer. The EPA reviewer conducts a detailed review of the contractor's summary of relevant data and examines the conclusions drawn by the contractor in accordance with the criteria described in the WA. Once the EPA reviewer has finalized the data evaluation in the form of an Agency review, the report may be used officially. The EPA reviewer will complete a delivery acceptance summary form that notes discrepancies, omissions, inaccuracies and/or inappropriate data evaluations ("errors"). The project officer will calculate, quarterly, the average number of substantive errors. The project officer will compare Agency due dates or approved revised due dates to completed date of reports, quarterly and calculate the percentage of late reports. The reviewer shall attend and observe all Agency driven workshops, seminars, and training for consistency and relevancy to WAs.

#### Disincentive for TASKS A through F

A 3% fee reduction in fee per quarter if the reports per quarter do not meet the AQLs as described in the table above. All fee reductions are applied to the cost pool established at contract award. For example, if the contract is awarded at a cost of \$1,000.00, and at a fee of 6%, the resulting fee pool would be \$60.00. The 3% fee reduction, should it be enacted, would reduce the fee pool from \$60.00 to \$58.20.

#### IV. DELIVERABLES TIME REQUIREMENTS

Due to the time line requirement placed on EFED by regulation and law, the following time scheduling requirements must be met by the Contractor. The Project Officer and the Contractor will develop specific time lines for these deliverables through coordinated efforts. The ability of the contractor to fulfill these time limit requirements is essential. The documents are listed in the order of predicted request rate.

Type of Document Requested	Deliverable Requirement
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Data Evaluation Record	Depends on the size of the study and the work load at the contractor, an average of 60 days (to be negotiated with PO and contractor)
New Chemical Screens	7 days after receiving WA
Review of open literature	Depends on task size (to be negotiated with PO and contractor)
Drinking Water Assessment	15 to 30 days after receiving WA
Integrated risk screens and assessments	30 days after receiving WA
Probabilistic risk assessments	60 days after receiving WA
Scoping/planning + amount of work required for a given task assignment	7 days after receiving WA
Reduced risk summaries	7 days after receiving WA
Comparative risk assessments	30 to 90 days after receiving WA (to be negotiated with PO and contractor)

## V. INVOICING

Invoices must report activities and tasks according to action type specified in the WA. For example, actions relating to chemicals are usually identified as registration review, registration Fee for Service or registration non-Fee for Service. Identifying numbers and codes included in the WA must be included on the invoice. For example, if a task is associated with a chemical action that has a PC Code and DP Barcode, the PC Code and DP Barcode must be included on all invoices that charge for work done on that chemical action.

## VI. GENERAL REQUIREMENTS

### A. FIFRA CBI

To perform Work Assignments under this contract, the contractor may require access to FIFRA Confidential Business Information (FIFRA CBI) submitted by pesticide registrants to EPA. Disclosure of FIFRA CBI to contractors is provided for under Section 10(e) of FIFRA and in 40 CFR 2.307. Consequently, the contractor must be cleared for access to FIFRA CBI and must control FIFRA CBI according to the requirements specified for contractors in the EPA publication, "FIFRA Information Security Manual", dated July 1988. Access of the contractor to FIFRA CBI is intermittent and will not require allocation of office space.

Control measures for protecting FIFRA CBI shall be in accord with the

following sections of the Security Manual: Disclosure of FIFRA CBI to contractors (section 3); Procedures for gaining access to FIFRA sensitive information (section 4); and Operational procedures for protecting FIFRA sensitive information (section 5).

The contract as written shall incorporate certain clauses that describe actions to be taken by the contractor with regard to FIFRA sensitive information; these clauses are contained in 40 CFR 2.301 (h)(23)(ii), and are Exhibit 6 in the Security Manual.

#### **B. Other Requirements**

The Contractor will adhere to the following requirements.

1. In performing the services required under this PWS, the Contractor shall submit all relevant information used in developing conclusions or options to the project officer for all projects for evaluation review and approval.
2. All reports, documents, papers, etc., prepared by the Contractor shall be submitted in draft form and/or electronic form on a CD or other specified media in compatible software (for example: Microsoft Suite - Microsoft Word) as specified in the WAS. The specific WAS will specify which word processor, spreadsheet or database application to use. The Contractor shall submit the completed draft to the PO for review and approval. The drafts submitted shall include copies of the literature cited or make reference to all citation in the document for PO verification and approval.
3. All software and databases developed or enhancements or modifications of existing software or databases performed under this contract; all documentation, notes, preceding versions; all other material pertaining to the development, enhancement, modification and testing of the software and/or databases; and all information and data populating associated databases shall be the property of the Agency; will be delivered to the Agency upon request or at completion of the task; and cannot be used by the contractor for any other purpose than that specified in a work assignment without prior written permission by the contracting officer.
4. When in attendance at meetings, the Contractor's attendance shall be limited to that portion of the activity for which the Contractor is required in order to meet the requirements of the PWS. Contractor personnel shall identify themselves in all activities associated with work performed under the PWS, and in

attendance at meetings in conjunction with activities associated with the PWS requirements.

5. The Contractor's appropriate staff may be asked by EPA to attend and/or to join relative meetings or teleconferences, such as scoping task, planning or preliminary meeting task, or meetings to discuss progress, status, or course of action relative to WAs. This may include meetings on portions of pesticide risk assessment.

6. Reports submitted by the Contractor that contain recommendations to the Agency (which will be used by EPA personnel developing policy), shall explain and rank policy or action alternatives; summarize the substance of deliberation; report any dissenting views; list the sources relied upon; and clearly explain the method and considerations upon which the recommendations are based.

7. The Contractor shall develop internal policies and procedures for ensuring that the Contractor's reviewers properly conduct evaluations summaries and assessments. At the start of the contract a Quality Management Plan (QMP) shall be submitted. The QMP will document how the organization structures its quality system and describe its quality policies and procedures, criteria for and areas of application, and roles, responsibilities, and authorities. It also describes the organization's policies and procedures for assessing the effectiveness of the quality system.

8. The contractor shall submit copies of their Quality Assurance (QA) plan procedures along with their work plan when starting a new WA. The QA plan shall be written in accordance with all applicable elements (i.e. A1-A9, B9, B10, C1-C2, and D1-D3) of the EPA/QA R-5 document, EPA Requirements for Quality Assurance Project Plans, in consultation with the EPA/QA G-5 guidance document (USEPA, 2001; 2002). The Contractor shall institute Contractor staff training programs and shall submit copies of all internal policies, operating procedures, and training programs to the Agency within 2 months of the awarding of this contract and as they are developed thereafter.

9. Unless otherwise specified in this contract, the Contractor shall not engage in nor subcontract for any printing (as the term is defined in the Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract. Printing is allowed for less than 5,000 units of only one page and less than 25,000 units in the aggregate of multiple pages.

10. The Contractor must adhere to all the provisions stated in EPAAR 1552.209-71 "Organizational Conflict of Interest," EPAAR 1552.209-73 "Notification of Conflicts of Interest Regarding Personnel," EPAAR 1552.210-80 "Annual Certification," EPAAR 1552-210-81 "Update of Conflict of Interest Plan," and EPAAR 1552.227-76 "Project Employee Confidentiality Agreement." The RFP and contract will contain Conflict of Interest (COI) provisions and clauses to allow the Agency to avoid actual or potential conflicts of interest. These provisions will require (a) offerers to submit conflict of interest avoidance plans as part of these proposals, and (b) the contractor to alert EPA to actual or potential conflicts of interest with respect to individual WAs.

11. This contract shall require the contractor, on occasion, to perform an enhanced completion of some tasks for registration of pesticides, regardless of the current workload. Under Section 33 of FIFRA (as added by subsection (f)(2) of the Pesticide Registration Improvement Act of 2003 (PRIA)), the Agency collects fees from registrants to register their pesticide chemical for review. The benefit of this fee is to guarantee the registrant that the time frame for registering their chemical will be reduced. The contractor shall receive a separate WA for this type of task.

12. All deliverables shall be in compliance with Section 508, Accessibility Standards of the Rehabilitation Act of 1973 and Amendments of 1998. When preparing deliverables, the contractor shall refer to the most recent version of the 508 Standards at: <http://www.access-board.gov/sec508/guide/>.

ATTACHMENT 2

INVOICE PREPARATION INSTRUCTIONS

**INVOICE  
PREPARATION  
INSTRUCTIONS****SF 1034**

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** - insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number A1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.) Invoices on contracts with option periods shall uniquely identify the option period in the invoice number. Base period invoices shall start with the letter 'A'; option period one invoices shall start with the letter 'B'. This lettering system shall continue for all invoices. Invoice number A1 will be the first invoice for the base period of the contract.
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.

- (9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer. The Payee's DUNS number and Tax Identification number should also be listed below the address.
- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.
- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.
- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page \_\_\_\_ of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

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(Name of Official)

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(Title)

- (13) **Quantity; Unit Price** - insert for supply contracts.
- (14) **Amount** - insert the amount claimed for the period indicated in (11) above.

**INVOICE PREPARATION INSTRUCTIONS**  
**SF 1035**

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also



be maintained.

#### **SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS**

The following backup information is required as an attachment to the invoice as shown by category of cost:

**Direct Labor** - identify the number of hours (by contractor labor category and total) and the total direct labor dollars billed for the period in the invoice.

**Indirect Cost Rates** - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

**Subcontracts** - identify the major cost elements for each subcontract.

**Other Direct Costs** - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

**Contractor Acquired Equipment (if authorized by the contract)** - identify by item the quantities, unit prices, and total dollars billed.

**Contractor Acquired Software (if authorized by the contract)** - identify by item the quantities, unit prices, and total dollars billed.

**Travel** - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher

number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

#### **SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS**

The following backup information is required as an attachment to the invoice as shown by category of cost:

**Direct Labor** - identify by labor category the number of hours, fixed hourly rate, and the total dollars billed for the period of the invoice.

**Subcontracts** - identify the major cost elements for each subcontract.

**Other Direct Costs** - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

**Indirect Cost Rates** - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

**Contractor Acquired Equipment** - identify by item the quantities, unit prices, and total dollars billed.

**Contractor Acquired Software** - identify by item the quantities, unit prices, and total dollars billed.

**Travel** - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later

disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

#### RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

#### COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address,

except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer. The Payee's DUNS number and Tax Identification number should also be listed below the address.

- (2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

#### FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced

by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.